

NNJ15517388R: NASA Open Innovation Services (NOIS)
Industry Questions and Answers

Questions 69: SF 1449 - there are two different sets of instructions for which blocks to complete within the RFP document: 12,17,30 and 12,17,23,24,30. Can you clarify which blocks need to be completed?

Answer 69: Offerors shall appropriately complete Blocks 12, 17, and 30 of the SF 1449. Please refer to section 5.13.5, Model Contract – Volume V of the RFP and Amendment 4 for the latest revision to the RFP.

Questions 70: Amendment 1, Table 5-2, page 5-7 instruct offerors - "Sections 1-6, with all fill-ins completed and signed SF 1449, and Section 7, Representations and Certifications, with all fill-ins completed." It is not clear what the amendment is referring to by "Sections 1-6."
Can NASA please clarify this instruction?

Answer 70: The reference of Section 1-6 in the chart shall be deleted from provision 5.13.5, Model Contract – Volume V. A modification will be completed to account for correction of this RFP reference.

Questions 71: Amendment 1, 5.13.5 Model Contract - Volume V, page 5-12. Section 2, instructions for 2.03(b) instruct offerors - "Indicate the total value of active Federal contracts and grants." Section 2.03(b) of the RFP, page 2-4 is Maximum order and does not appear to be the appropriate place to enter this information.

Can NASA please clarify the requested information should be entered?

Answer 71: The reference of Section 2.03 (b) in the chart shall be deleted from the RFP. A modification to provision 5.13.5, Model Contract – Volume V, will be completed to account for correction of this RFP reference.

Question 72: Amendment 1, 5.13.5 Model Contract - Volume V, page 5-12. Section 2, instructions for 2.05 instruct offerors - "Complete the representation of Previous Contracts and Compliance Reports." Section 2.05 of the RFP, page 2-5 is titled 52.252-6 Authorized Deviations in Clauses (APR 1984).

Can NASA please clarify the requested information should be entered?

Answer 72: The reference of Section 2.05 in the chart shall be deleted from the RFP. A modification to provision 5.13.5, Model Contract – Volume V, will be completed to account for correction of this RFP reference.

Question 73: Amendment 1, 5.13.5 Model Contract - Volume V, page 5-12. Section 2, instructions for 2.06 instruct offerors - "Complete the representation of Affirmative Action Compliance." Section 2.06 of the RFP, page 2-5 is titled 52.253-1 Computer Generated Forms (JAN 1991). Section 7.03, 52.222-25 Affirmative Action Compliance (APR 1984) appears to be the proper place for this information.

Can NASA please clarify the requested information should be entered?

Answer 73: The reference of Section 2.06 in the chart shall be deleted from the RFP. A modification to provision 5.13.5, Model Contract – Volume V, will be completed to account for correction of this RFP reference.

Question 74: There are a mismatch in the RFP regarding the number and description of volumes. Can you please clarify.

In section 5.12 page 5-5 Instructions for proposal preparation makes reference to 5 volumes:

5.12 Instructions for Proposal Preparation

This section provides detailed instructions to Offerors to be used in the preparation of proposals. It is organized as follows:

Paragraph	Paragraph Title
5.12.1	Introduction
5.12.2	Proposal Arrangement, Page Limitations, Copies, and Due Dates
5.13	Performance Price Tradeoff (PPT) Proposal Instructions
5.13.1	Technical Acceptability Factor (Volume I)
5.13.2	Past Performance Factor (Volume II)
5.13.3	Price Factor (Volume III)
5.13.4	Other Proposal Information (Volume IV)
5.13.5	Model Contract (Volume V)

In the section 5.12. of the amendment01 document page 5-6 Proposal Arrangement Page limitations, copies, and due dates described only 4 volumes, and makes reference to volume IV as model contract:

Table 5-2: Overview of Proposal Volumes, Page Limitations, Copies, and Format

Date and Time Due	Delivery Location	Volume No.	Title	Page Limits	Electronic Format	*Copies
1/16/2015 3:00 p.m. CST	JSC (See 5.8)	I	Technical Acceptability	20 Pages		2
			Technical Approach		MS Word	CD-ROM
1/16/2015 3:00 p.m. CST	JSC (See 5.8)	II	Past Performance	20 Pages		2
			Past Performance Information		MS Word	CD-ROM
1/16/015 3:00 p.m. CST	JSC (See 5.8)	III	Price Proposal	5 Pages		2
			Attachment L-3		MS Excel	CD ROM

Date and Time Due	Delivery Location	Volume No.	Title	Page Limits	Electronic Format	*Copies
1/16/2015 3:00 p.m. CST	JSC (See 5.8)	IV	Model Contract	Not Limited		2
			Sections A-J, with all fill-ins completed and signed SF 33, and Section K, Representations and Certifications, with all fill-ins completed		MS Word	CD-ROM

*2 duplicate CD-ROMs, all proposal volumes included on each

In the section 5.13.4 Other Proposal Information – Volume V page 5-11 makes reference to volume IV as Other Proposal Information

5.13.4 Other Proposal Information – Volume IV

Additional information is required to assist the Contracting Officer's responsibility determination in accordance with FAR 9.104-1, General Standards. Other Proposal Information required for determining responsibility shall be divided into the following major sections:

Meanwhile in section 5.13.5 Model Contract page 5-12 makes reference to volume V as model contract

5.13.5 Model Contract - Volume V

Offerors shall also submit with their proposal, in Volume V, the Model Contract in its entirety (basic and any amendments) per the instructions below. The Offeror shall complete the "Offeror fill-in" or "to-be-proposed" locations of all parts of the solicitation in the model contract.

Answer 74: Amendment 4 to the RFP has been completed to correct the stated errors.

Question 75: In section 5.12.2 Proposal Arrangement, table 5-2 overview of proposal volumes, the document make reference to 4 volumes, and the title of volume IV is Model contract; then in the section 5.13.4 the document makes reference to Volume IV as Other Proposal Information, and in section 5.13.5 mentioned a Volume V as model contract. My question is: Which one is the correct one?

Answer 75: There's a total of five (5) volumes within the proposal volumes. Amendment 4 to the RFP has been completed to correct the stated errors.

Question 76: In section 5.12.2 in table 5-2 in the volume III section with title Price Proposal, the table make reference to attachment L-3, I couldn't find it in the solicitation documents or in the 3 modifications.

Answer 76: The reference of attachment L-3 has been removed from the RFP with Amendment 1.

Question 77: I am hoping you can clarify section 5.12.2, Table 5.2 of the above mentioned RFP. Under Volume III Price Proposal - what is the "Attachment L-3"?

Answer 77: The reference of attachment L-3 has been removed from the RFP with Amendment 1.

Question 78: Under Volume IV Model Contract - what is the RFP referring to when it says "Model Contract"? The entire RFP? And the additional requirements stated underneath - "Section A-J....." - can you direct me to this document?

Answer 78: Please refer to Section 5.13.5, Model Contract – Volume V of the RFP. Reference A-J within table 5-2, Overview of Proposal Volumes, Page Limitations, Copies, and Format was removed from the RFP with Amendment 1.

Question 79: Since our customers will be emailing their PPQ responses, we are concerned that their emails could end up in spam folders. Would we be able to send you a list of our customer's email addresses so that their emails route correctly?

Answer 79: All Past Performance Questionnaire responses shall be sent to the Contracting Officer as referenced in Section 5.13.2, Past Performance Factor – Volume II, by the response date. The Contracting Officer will monitor all emails received, including spam folders.

Question 80:

Participant Eligibility Requirements: Section 4.02 of the Statement of Work ("SOW") requires the contractor to "Provide the ability to ensure participants meet financial and legal requirements for participation in U.S. Government challenges." NASA should specify what those "financial and legal requirements" are explicitly so that we can determine if we can accommodate those requirements.

Answer 80: This requirement in the SOW is being replaced with the following: "Demonstrate challenge winners are eligible to receive payment under the laws of the United States." The Government merely wants to understand that the offeror's business model supports legal payment to winning participants.

Question 81:

Cost or Pricing Data Requirements. Per Section 5.03, the RFP does not require that the contractor submit "certified cost or pricing data" in its proposal, however it does contain clauses (e.g. 52.215-11) that will enable the Government to require the submission of certified cost or pricing data if the contract is modified and that modification results in additional costs for the contractor that should be reimbursed by the Government. Given that the RFP doesn't require that the contractor submit certified cost or pricing data from the get-go, this clause should be deleted as there should be no risk that it gets introduced later on.

Answer 81: Federal Acquisition Regulation (FAR) 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modification shall remain within the RFP. Please refer to FAR 15.408 (c).

Question 82:

FAR 52.227-14: Intellectual Property rights in Technical Data/Copyright Provisions: This clause provides the Government with an irrevocable, nonexclusive, fully paid up license to use, disclose, and display publicly for any reason the technical data and computer software that is created during the

performance of this contract. Because of how this clause is written, the Government may also be able to claim these rights in any data or computer software that is delivered under the contract. As a result, we'd need to carve-out all non-winning contest submissions as well as certain intellectual property that would remain ours, such as the platform itself, documentation and tools related to the platform and our catalog components. We have similar concerns with respect to the NASA-specific clause on computer software, 48 CFR 1852.227-14, which would require the offeror and its subcontractors to obtain the Contracting Officer's written permission before establishing "claim to copyright, publish or release to others any computer software first produced in the performance of this contract." Can NASA revise this requirement to explicitly exclude non-winning submissions, and advise offeror on how to identify intellectual property that will remain ours and therefore will not be subject to this clause?

Answer 82:

This question is focused on data rights and addresses two types of data (which includes software): (1) data developed by a challenge responder and (2) data developed by a contractor. It is noted that FAR 52.227-14 addresses Government data rights based on (1) whether data was first produced in performance of the NOIS contract; or (2) whether data was delivered to the Government in performance of the NOIS contract.

With respect to data developed by a challenge responder, the Government's requirements in a particular task order will determine the level of rights the contractor will be obligated to secure from a challenge responder, whether or not the challenge responder receives an award. It is possible, although unlikely, that the Government will require (for a particular task order) unlimited data rights beyond the awarded solution(s). The contractor will be responsible for crafting an agreement between itself and a challenge responder that is consistent with the Government's requirements for each task order.

With respect to data developed by a contractor, if a contractor's platform, detailed documentation, software tools, and catalog components are not first produced in performance of the NOIS contract and not delivered to the Government, FAR 52.227-14 does not apply. Note: "Delivery" of data is not equal to "use" of data in performance of a contract. NASA believes there is no requirement that a contractor deliver its pre-existing challenge platforms (such as software code) and associated detailed documentation to NASA. However, FAR 52.227-14 ALTs II and III are being added to the NOIS contract in case NASA's understanding is incorrect. FAR 52.227-14 ALTs II and III provide a mechanism for a contractor to limit the Government's use of pre-existing data produced at private expense whereby the Government requires delivery (which again, NASA does not believe there is such a delivery requirement). Further, FAR 52.227-15, Representation of Limited Rights Data and Restricted Computer Software is being added to the NOIS RFP such that if an offeror believes NASA requires them to deliver pre-existing data produced at private expense and the offeror wants to limit the Government's use of such data, the offeror can identify such data to establish a written record as well as allow NASA to consider the offeror's assertion.

Regarding the concern associated with a contractor and its subcontractors asserting a copyright in, publishing, or releasing to others computer software first produced in performance of the [NOIS] contract, NASA will not revise this provision. It is noted that this provision only applies to "computer software first produced in performance of the [NOIS] contract." Hence, whether or not computer software was first produced in performance of the NOIS contract is determinative as to the applicability of NFS 1852.227-14 (as published in 48 CFR 1852.227-14).

Question 83: Alternative Terms: The RFP in Section 5.13.5 specifically states that NASA will not consider alternative terms. Given our concerns, listed above, the offerors fears this restricts us from submitting a proposal, because we cannot offer crowdsourcing services based on the current restrictions. Can NASA remove this restriction on Alternative Terms? In addition, would it be possible to limit the government-specific FAR and other clauses to only those applicable to commercial items?

Answer 83: The “Alternative Terms” statement within Section 5.13.2 of the RFP shall remain unchanged.

Question 84: Would you please consider posting a draft of the Model Contract with all of the fill-ins highlighted and a sample format for the pricing? I think everyone would find this very helpful.

Answer 84: Please following the Instruction for Proposal Preparation in section 5.12 and Performance Price Tradeoff (PPT) Proposal Instructions in section 5.13 of the RFP. A model contract (with fill-ins highlighted) and a sample format for pricing will not be posted for acquisition NNJ1517388R.

Question 85: For Section 2.06 in section 5.13.5 of the RFP it requires that offerors Complete the representation of Affirmative Action Compliance. Section 2.06 refers to computer generated forms. Please clarify what action should be taken.

Answer 85: The reference of Section 2.06 in the chart shall be deleted from the RFP. A modification to provision 5.13.5, Model Contract – Volume V, will be completed to account for correction of this RFP reference.

Question 86: Please confirm that that model contract is to be included as Volume IV as designated on page 5-6, table 5-2 in Section 5, rather than as Volume V as designated on page 5-12, section 5.13.5 Model Contract - Volume V, especially if the offeror is not including any additional information as described under 5.13.4 Other Proposal Information.

Answer 86: The model contract has five (5) volumes. Amendment 4 to the RFP has been completed to correct the stated errors.

Question 87: 5.13.3 Price Factor - Volume III: can you please clarify instruction #1? It currently is listed as: “For evaluation purposes only, Offerors shall provide a not-to-exceed (NTE) price for the”

Answer 87: A modification to provision 5.13.3, Price Factor – Volume III, will be completed to account for correction of this RFP reference.

Question 88: Will the contractor have the opportunity to submit recommendations for use of the deliverables consistent with practices of other agencies?

Answer 88: No

Question 90: Are there restrictions on the types of publication media the contractor is permitted to use?

Answer 88: To the extent this question refers to Section 4.02., in the SOW, “Conduct Media coordination and outreach to advertise challenges and build participation,” outreach will be handled

task order by task order and all media outreach coordinated with NASA as part of the conduct of the specific challenge.